

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UMAR ALLI,

Plaintiff, **RULE 68
OFFER OF JUDGMENT**
-against-

CITY OF NEW YORK, DANIEL DIPERRI, CAPTAIN E. VEGA, BRIAN REES, DEPUTY WARDEN C. LEMON, CAPTAIN SINGLETARY, AADAM GLENN, ERNEST BROWN, WARDEN OF GRVC R. AGRO, WARDEN OF RNDC BAILEY, WARDEN OF RNDC DUFFY, DORA SCHRIRO, HILDY J. SIMMONS, JOHN DOES,

12-CV-3947 (GBD) (GWG)

Defendants.

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Umar Alli to take a judgment against the City of New York in this action for the total sum of TWENTY-FIVE THOUSAND AND ONE (\$25,001.00) DOLLARS, plus reasonable attorneys' fees, expenses, and costs to the extent, and only to the extent, that recovery of attorneys' fees, expenses and costs is permitted by the Prison Litigation Reform Act ("PLRA"), 42 U.S.C. § 1997e, to the date of this offer for plaintiff's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including February 21, 2017.

This offer of judgment may only be accepted if: (1) plaintiff Umar Alli also accept the Rule 68 Offer of Judgment offered to him on February 6, 2017 in full satisfaction of all federal and state law claims or rights that plaintiff Umar Alli may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of the action Umar Alli v. Deputy Moore, et al., which was filed on or about August 11, 2014 in the Southern District of New York under Docket Number 14-CV-6597 (AT) (KNF); and (2) plaintiff Umar Alli also accept the Rule 68 Offer of Judgment offered to him on February 6, 2017 in full satisfaction of all federal and state law claims or rights that plaintiff Umar Alli may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of the action Umar Alli v. Security Officer Pedlar, et al., which was filed on or about December 22, 2014 in the Southern District of New York under Docket Number 14-CV-10257 (RA) (JLC).

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the named defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

Acceptance of this offer of judgment will act to release and discharge all named defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all

claims that were or could have been alleged by plaintiff arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff Umar Alli agrees that payment of TWENTY-FIVE THOUSAND AND ONE (\$25,001.00) DOLLARS within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Umar Alli is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Umar Alli agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Umar Alli further agrees to hold harmless all named defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
February 6, 2017

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By


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